

1 PAUL CALEO (SBN 153925)
2 pcaleo@grsm.com
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5 **GORDON REES SCULLY MANSUKHANI, LLP**
6 1111 Broadway, Suite 1700
7 Oakland, CA 94607
8 Tel: (510) 463-8600
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10 *Attorneys for Defendant*
11 **NORDSTROM, INC.**

12 **UNITED STATES DISTRICT COURT**
13 **IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 CONSUELO AMEZCUA an individual,

15 Plaintiffs,

16 vs.

17 NORDSTROM, INC. a corporation; and
18 DOES 1 to 50, inclusive.

19 Defendant.

Case No.: 5:22-CV-00453

**DEFENDANT NORDSTROM, INC.'S
AMENDED NOTICE OF REMOVAL**

20 To the clerk of this Court, Plaintiff CONSUELO AMEZCUA ("Plaintiff") and Plaintiff's
21 attorneys of record:

22 PLEASE TAKE NOTICE that Defendant NORDSTROM, INC. ("Defendant") by its
23 undersigned attorney files this Notice of Removal of this civil action from the Superior Court of
24 the State of California for the County of Santa Clara, to the United States District Court, Northern
25 District of California, San Jose Division. Defendant's removal of this action is made pursuant to
26 28 U.S.C. §§ 1332, 1441 and 1446 and based on the following:

27 1. On December 22, 2021 Plaintiff CONSUELO AMEZCUA ("Plaintiff") filed a
28 Complaint in the Superior Court of the State of California for the County of Santa Clara entitled

1 *Amezcu* v. *Nordstrom, Inc.* case No. 21CV392602. The Complaint alleges negligence and
 2 premises liability against Defendant after a trip and fall incident that took place on September 5,
 3 2020 at the Nordstrom store located at 1600 Saratoga Ave in San Jose California 95129. A true
 4 and correct copy of the summons and complaint from the state court action is attached hereto as
 5 Exhibit A.
 6

7 2. On December 23, 2021 Plaintiff served Defendant with his complaint. This notice
 8 of removal, filed on January 24, 2022, is timely under 28 U.S.C. § 1446(b).

9 3. Notice of this removal will be given promptly to both Plaintiff and the Superior
 10 Court pursuant to 28 U.S.C. section 1446(d).

11 **DIVERSITY OF CITIZENSHIP**

12 4. This Court has original jurisdiction of the above-entitled action pursuant to 28
 13 U.S.C. §1332 on the basis of diversity of citizenship of the parties, and the action may therefore
 14 be removed to this Court pursuant to 28 U.S.C. § 1441(b). Plaintiff is a citizen and resident of the
 15 State of California. (¶2, Plaintiff’s complaint).
 16

17 5. Defendant Nordstrom was at the time of the filing of the above-entitled action, and
 18 still is, a citizen of a state other than the State of California within the meaning of 28 U.S.C. section
 19 1332(c)(1). Nordstrom is now, and was at the time the action was commenced, a corporation
 20 organized under the laws of the State of Washington with its principal place of business in the
 21 State of Washington. [Declaration of Katrina R. Durek (“Durek Decl.”), ¶2, attaching as Exhibit 1
 22 a document from the California Secretary of State relating to Nordstrom Inc.’s corporate status.]
 23

24 6. Nordstrom’s corporate office is located in Seattle, Washington, which has the
 25 largest group of corporate employees. The majority of Defendant’s executive and administrative
 26 functions are performed in the State of Washington. Nordstrom’s Chief Executive Officer,
 27
 28

1 Secretary, and Chief Financial Officer, senior management, human resources, finance, legal
2 departments, and other administrative functions are located in the State of Washington. (Durek
3 Decl., ¶ 3.)

4 7. Defendant is the only defendant named in Plaintiff's complaint. The presence of
5 Doe defendants has no bearing on diversity with respect to removal. (28 U.S.C. § 1441(b)(1)).
6 Accordingly, no named defendant is a citizen of California, in which state this action was filed and
7 there is complete diversity of citizenship between the parties.
8

9 AMOUNT IN CONTROVERSY

10 8. Plaintiff's alleged damages in the complaint demonstrate an amount in controversy
11 exceeds \$75,000. Plaintiff did not specify the amount of damages in her complaint. However,
12 Plaintiff's complaint alleges she suffered "severe injuries and damages" as a result of the incident,
13 including "permanent injury to the body and nervous system". (Plaintiff's Complaint, ¶21-22).
14 Plaintiff also alleges medical expenses including ambulance and incidental expenses, loss of wages
15 and salary expectancy, as well as the loss or damage to personal property, and general damages.
16 (Plaintiff's Complaint, ¶23).
17

18 9. The facially apparent allegations in the complaint demonstrate the amount of
19 controversy in this action exceeds the minimum federal district court jurisdictional amount of
20 \$75,000. (See 28 U.S.C. § 1332(a); *Chavez v. JPMorgan Chase & Co.* (2018) 888 F. 3d 413, 416
21 – amount in controversy satisfied by allegations of loss of wages; *See also Lockett v. Delta Airlines,*
22 *Inc.* (5th Cir. 1999) 171 F. 3d 295, 298 – allegations of property damage, travel expenses and pain
23 and suffering satisfied amount in controversy).
24

25 10. Therefore, the matters is removable pursuant to 28 U.S.C. sections 1332 and
26 1446(b)
27
28

Gordon Rees Scully Mansukhani, LLP
1111 Broadway, Suite 1700
Oakland, CA 94607

11. Copies of all process, pleadings, and orders served on the Defendant are attached to this Notice as Exhibits A through C, as follows:

- a. Exhibit A: Summons and Complaint
- b. Exhibit B: Proof of Service
- c. Exhibit C: Notice of Case Management Conference

12. Venue is proper in this Court because it is the District Court of the United States for the district within which Superior Court of the State of California for the County of Santa Clara *Amezcuca v. Nordstrom, Inc.* case No. 21CV392602, is pending.

13. WHEREFORE, Defendant requests that the above-entitled action be removed from the Superior Court of the State of California of the County of Santa Clara to this Court.

DEMAND FOR JURY TRIAL

Defendant demands a jury trial of twelve jurors pursuant to FRCP Rule 48.

Dated: January 26, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By: /s/ Katrina R. Durek
Paul Caleo
Katrina Durek
Attorneys for Defendant
NORDSTROM, INC.

Exhibit A

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NORDSTROM, INC., a corporation; DOES 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CONSUELO AMEZCUA, an individual,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED

12/22/2021 12:49 PM

Clerk of Court

Superior Court of CA,

County of Santa Clara

21CV392602

Reviewed By: Desiree Alfaro

Envelope: 7919082

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Old Courthouse
161 North First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso):
21CV392602

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Colin Jones, Esq; Wilshire Law Firm; 3055 Wilshire Blvd, 12th Fl, Los Angeles, CA 90010; 213-381-9988

DATE: 12/22/2021 12:49 PM Clerk of Court Clerk, by Desiree Alfaro, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): NORDSTROM, INC., a corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

E-FILED
12/22/2021 12:49 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV392602
Reviewed By: Desiree Alfaro

Colin Jones, Esq. SBN 265628
Bobby Saadian, Esq. SBN 250377
Ryan A. Medler, Esq. SBN 326650
Nineli Sarkissian, Esq. SBN 317724
WILSHIRE LAW FIRM
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Tel.: (213) 381-9988
Fax: (213) 381-9989
Email: colinsteamt@wilshirelawfirm.com

Attorneys for Plaintiff, CONSUELO AMEZCUA

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

CONSUELO AMEZCUA, an individual,

Plaintiff,

vs.

NORDSTROM, INC., a corporation;
DOES 1 through 50, inclusive.

Defendants.

CASE NO.: 21CV392602

COMPLAINT FOR DAMAGES:

1. NEGLIGENCE
2. PREMISES LIABILITY

COMES NOW Plaintiff CONSUELO AMEZCUA, who respectfully alleges the following:

GENERAL ASSERTIONS

1. This is an action for personal injury arising out of the actions of the Defendants, which occurred on or about September 5, 2020 and which proximately caused serious injury to Plaintiff CONSUELO AMEZCUA. The negligent acts and omissions of the Defendants as herein alleged took place in or about the city of San Jose, in the County of Santa Clara, State of California. Accordingly, venue within this judicial district is proper.

1 2. At all times relevant herein, Plaintiff CONSUELO AMEZCUA was a
2 resident of the City of Campbell, County of Santa Clara, State of California.

3 3. Plaintiff is informed and believes, and based upon such information and
4 belief alleges that at all times relevant herein, Defendant NORDSTROM, INC., was a
5 Company authorized to do business in, and doing business in, the City of San Jose,
6 County of Santa Clara, State of California.

7 4. Plaintiff is informed and believes, and based upon such information and
8 belief alleges that Defendant NORDSTROM, INC., owned, managed, repaired,
9 maintained and/or controlled the property or was responsible for designing,
10 constructing, maintaining, cleaning, repairing, or managing the property located at
11 1600 Saratoga Ave, San Jose, CA 95129 (hereafter "SUBJECT PREMISES").

12 5. The true names and/or capacities, whether individual, corporate,
13 associate or otherwise of the Defendants DOES 1 through 50, inclusive, and each of
14 them, are unknown to Plaintiff who therefore sues said Defendants by such fictitious
15 names pursuant to Code of Civil Procedure § 474. Plaintiff is informed and believes
16 and thereon alleges that each of these Defendants fictitiously named herein as a DOE
17 is legally responsible, negligent or in some other actionable manner liable for the
18 events and happenings hereinafter referred to, and proximately and legally caused the
19 injuries to Plaintiff as hereinafter alleged. Plaintiff will seek leave of the Court to
20 amend this Complaint to insert the true names and/or capacities of such fictitiously-
21 named Defendants when the same has been ascertained.

22 6. Plaintiff is informed and believes, and based upon such information and
23 belief alleges that at all times relevant hereto, each Defendant, including DOES 1
24 through 50, was the owner, servant, agent, joint-venturer, employee or employer of
25 each of its co-Defendants, and in doing the acts hereinafter mentioned, each
26 Defendant was acting within the scope of its authority and with the permission and
27 consent of its co-Defendants, and each of them, and that said acts of each Defendant
28 was ratified by said Defendant's co-Defendants, and each of them and every

Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other Defendant as an agent, employee and/or joint venturer.

7. Plaintiff is informed and believes, and based upon such information and belief alleges that all of the acts, conduct, and nonfeasance herein carried out by each and every representative, employee or agent of each and every corporate or business defendant, were authorized, ordered, and directed by the respective defendant's corporate or business employers, officers, directors and/or managing agents; that in addition thereto, said corporate or business employers, officers, directors and/or managing agents had advance knowledge of, authorized, and participated in the herein described acts, conduct and nonfeasance of their representatives, employees, agents and each of them; and that in addition thereto, upon the completion of the aforesaid acts, conduct and nonfeasance of the employees and agents, the aforesaid corporate and business employers, officers, directors and/or managing agents respectively ratified, accepted the benefits of, condoned and approved of each and all of said acts, conduct or nonfeasance of their co-employees, employers, and agents. In addition, at all times herein relevant, each defendant, whether named herein or designated as a DOE, was a principal, master, employer and joint venturer or every other defendant, and every defendant was acting within the scope of said agency authority, employment and joint venture.

8. On or about September 5, 2020, Plaintiff CONSUELO AMEZCUA was lawfully on the SUBJECT PREMISES.

9. While using the SUBJECT PREMISES in a reasonably foreseeable manner, Plaintiff CONSUELO AMEZCUA was seriously injured when the Plaintiff tripped and fell due to a misplaced box that was sticking out from under a table.

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FIRST CAUSE OF ACTION

Negligence

[Against All Defendants]

10. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs, inclusive, of the General Assertions above and the Second Cause of Action.

11. On the above date, Plaintiff was lawfully on the SUBJECT PREMISES and was using the SUBJECT PREMISES in a reasonably foreseeable manner.

12. That at said time and place, as aforesaid, Defendant and DOES 1 through 50, inclusive, and each of them, owed a duty of reasonable care toward Plaintiff and others based upon Defendant's ownership of the property, their right to exercise of control over the premises, their management and maintenance of the property, their contractual obligations, custom and practice in the industry, and the commission of affirmative acts that resulted in injury to the Plaintiff.

13. Additionally, the duty owed by Defendants and DOES 1 through 50, inclusive and each of them is based on Civil Code § 1714(a) which mandates that everyone is responsible for injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property.

14. Plaintiff is informed and believes, and based upon such information and belief alleges Defendants and DOES 1 through 50, inclusive and each of them breached said duty when by the acts of their agents and employees they negligently, carelessly and recklessly constructed, inspected, maintained, contracted, subcontracted, supervised, controlled and designed the SUBJECT PREMISES.

15. Further, Plaintiff is informed and believes, and based upon such information and belief alleges that Defendant and DOES 1 through 50, inclusive and each of them, negligently and carelessly created, assisted, developed and/or

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3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

1 approved the dangerous condition which consisted of a misplaced box that was
2 sticking out from under a table and which caused the Subject Incident to occur.

3 16. Plaintiff is informed and believes, and based upon such information and
4 belief alleges that multiple individuals complained to the Defendants, inclusive and
5 each of them, about the condition of the SUBJECT PREMISES. However, as part of a
6 concerted effort to save money at the expense of the safety of foreseeable users of
7 the SUBJECT PREMISES, Defendants took no action to fix or rectify the condition or
8 to repair the condition.

9 17. Further, Plaintiff is informed and believes, and based upon such
10 information and belief alleges that the Defendants and DOES 1 through 50, inclusive
11 and each of them, regularly inspected the SUBJECT PREMISES and that they were
12 aware of the dangerous nature of the SUBJECT PREMISES. Further, Defendants,
13 and each of them, had actual or constructive knowledge of the unsafe conditions, as
14 aforesaid, and performed acts that affirmatively contributed to the creation of these
15 unsafe conditions. Each of these acts was affirmative in nature, and created the
16 dangerous condition leading to the injury of Plaintiff.

17 18. Further, Plaintiff is informed and believes, and based upon such
18 information and belief alleges that the Defendants and DOES 1 through 50, inclusive
19 and each of them, knew or in the exercise of reasonable care should have known of
20 the dangerous nature of the SUBJECT PREMISES and failed to warn foreseeable
21 users of the dangerous nature of the premises.

22 19. Further, Plaintiff is informed and believes, and based upon such
23 information and belief alleges that the Defendants and DOES 1 through 50, inclusive
24 and each of them could have prevented the subject incident from occurring and that
25 the costs associated with maintaining the SUBJECT PREMISES in a safe condition
26 would have been minimal.

27 ///

28 ///

1 20. Further, Plaintiff is informed and believes, and based upon such
2 information and belief alleges that the Defendants knew or should have known that the
3 specific employee(s) who performed the above referenced acts was unfit and
4 Defendants were therefore negligent in hiring, retaining, training, and supervising their
5 employees.

6 21. As a direct, legal, and proximate result of the negligent acts and/or
7 omissions of Defendants and DOES 1 through 50, inclusive and each of them,
8 Plaintiff suffered severe injuries and attendant damages.

9 22. As a further direct, legal and proximate result of the combined and
10 concurrent wrongful conduct of all of the Defendants, Plaintiff suffered and sustained
11 loss and damages within the jurisdiction of the Superior Court of California, including,
12 but not limited to severe and permanent injury to the body and nervous system of
13 Plaintiff.

14 23. In addition, as a direct, legal, and proximate result of the combined and
15 concurrent wrongful acts of the Defendants, Plaintiff suffered and sustained the
16 following loss and damages within the jurisdiction of the Superior Court of California.

- 17 a. Medical, ambulance and incidental expenses, in an amount to be
- 18 established at the time of trial according to proof;
- 19 b. Economic loss, including but not limited to loss of wages and salary
- 20 expectancy in an amount to be established at the time of trial according
- 21 to proof;
- 22 c. Loss or damage to tangible personal property, in an amount to be
- 23 established at the time of trial according to proof; and
- 24 d. Pre-trial interest, in an amount to be established at the time of trial
- 25 according to proof.

26 ///

27 ///

28 ///

SECOND CAUSE OF ACTION

Premises Liability

[Against all Defendants]

24. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding paragraphs, inclusive, of the General Assertions and the First Cause of Action above.

25. On the above date, Plaintiff was lawfully on the SUBJECT PREMISES and was using the SUBJECT PREMISES in a reasonably foreseeable manner.

26. Plaintiff is informed and believes, and based upon such information and belief alleges that on the aforementioned date, and while Plaintiff was using the SUBJECT PREMISES in a reasonably foreseeable manner, Defendant and DOES 1 through 50, inclusive and each of them so negligently and carelessly operated, supervised, cared for, inspected, and maintained the SUBJECT PREMISES so as to cause the subject incident which resulted in the Plaintiff being injured.

27. As an invitee and licensee of the premises, Defendant and DOES 1 through 50, inclusive and each of them, owed a duty of reasonable care toward Plaintiff and others based upon Defendant's ownership, possession, and operation of the subject premises where the injury-causing incident occurred. Additionally, said duty is based on the requirements of Civil Code §1714 requiring all persons to act in a reasonable manner toward others and on the requirements of *Rowland v. Christian* (1968) 69 Cal.2d 108 regarding liability of landowner for those on the premises.

28. Plaintiff is informed and believes, and based upon such information and belief alleges that on the aforementioned date, Defendants and each of them created, maintained, controlled and allowed a dangerous condition of the premises to exist in the area where Plaintiff and others were located. Said dangerous condition consisted of a misplaced box that was sticking out from under a table. Defendants affirmatively approved and oversaw the unsafe conditions existing at the time of the subject incident.

29. Further, at the time of the subject incident, the SUBJECT PREMISES was in a dangerous condition as it posed a serious risk of injury to foreseeable users, including Plaintiff. The dangerous nature of the SUBJECT PREMISES was known to the Defendants or in the exercise of reasonable care should have been known to the Defendants, inclusive and each of them. However, the dangerous nature of the SUBJECT PREMISES was not known to the Plaintiff.

30. Further, Plaintiff is informed and believes, and based upon such information and belief alleges that the Defendants knew or should have known that the specific employee(s) who performed the above referenced acts was unfit and Defendants were therefore negligent in hiring, retaining, training, and supervising their employees.

31. As a direct, legal, and proximate result of the negligent acts and/or omissions of Defendants and DOES 1 through 50, inclusive and each of them, Plaintiff suffered severe injuries and attendant damages.

32. As a further direct, legal and proximate result of the combined and concurrent wrongful conduct of all of the Defendants, Plaintiff suffered and sustained loss and damages within the jurisdiction of the Superior Court of California, including, but not limited to severe and permanent injury to the body and nervous system of Plaintiff.

33. In addition, as a direct, legal, and proximate result of the combined and concurrent wrongful acts of the Defendants, Plaintiff suffered and sustained the following loss and damages within the jurisdiction of the Superior Court of California.

- a. Medical, ambulance and incidental expenses, in an amount to be established at the time of trial according to proof;
- b. Economic loss, including but not limited to loss of wages and salary expectancy in an amount to be established at the time of trial according to proof;

- c. Loss or damage to tangible personal property, in an amount to be established at the time of trial according to proof; and
- d. Pre-trial interest, in an amount to be established at the time of trial according to proof.

WHEREFORE, Plaintiff CONSUELO AMEZCUA hereby prays for judgment against all Defendants and each of them as follows:

1. For repayment of all special damages incurred, including, but not limited to all past and future wage loss, hospital and medical expenses.
2. For all general damages according to proof.
3. For all prejudgment interest as allowed by law.
4. For costs of suit incurred herein.
5. For such other and further relief as the Court deems just and proper.

DATED: December 21, 2021

WILSHIRE LAW FIRM

By: 

Colin Jones, Esq.
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action.

DATED: December 21, 2021

WILSHIRE LAW FIRM

By: 

Colin Jones, Esq.

Attorneys for Plaintiff

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Exhibit B

Attorney or Party without Attorney: Colin M. Jones, Esq., Bar #265628 Wilshire Law Firm, PLC 3055 Wilshire Blvd, 12th Floor Los Angeles, CA 90010 Telephone No: 213-381-9988 FAX No: 213-381-9989		For Court Use Only R. Fleming	
Attorney for: Plaintiff		Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: Santa Clara County Superior Court			
Plaintiff: Consuela Amezcua Defendant: Nordstrom, Inc., et al.			
PROOF OF SERVICE Summons & Complaint		Hearing Date:	Time:
		Dept/Div:	Case Number: 21CV392602

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 12/23/2021 3:37 PM
Reviewed By: R. Fleming
Case #21CV392602
Envelope: 7930131**

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons & Complaint; Civil Case Cover Sheet; Civil Lawsuit Notice.
3. a. Party served: Nordstrom, Inc., a corporation
b. Person served: Jenn Bautista, Person Authorized to Accept
4. Address where the party was served: CSC Lawyers Incorporating Services
2710 Gateway Oaks Dr, Suite 150 N
Sacramento, CA 95833
5. I served the party:
a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu., Dec. 23, 2021 (2) at: 1:55PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
on behalf of: Nordstrom, Inc., a corporation
Under CCP 416.10 (corporation)
7. **Person Who Served Papers:**
a. John M. Adams

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. **The Fee for Service** was:

- e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 2014-45
 - (iii) County: Sacramento



**1500 W. El Camino Avenue, #510
Sacramento, CA 95833
855-5VALPRO, Fax (866) 900-4665
www.ValproAttorneyServices.com**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, Dec. 23, 2021

Exhibit C

ATTACHMENT CV-5012

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER: 21CV392602

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <_CountyName_> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Manoukian, Socrates P Department: _____

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 05-17-22 Time: 3:00 PM in Department: 20

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

PROOF OF SERVICE

Amezcu v. Nordstrom, Inc.
Santa Clara County Superior Court, Case No. 21CV392602

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP 275 Battery Street, Suite 2000, San Francisco, CA 94111. On the date set forth below, I served the within documents:

DEFENDANT NORDSTROM, INC.'S AMENDED NOTICE OF REMOVAL

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ **VIA E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent by electronically mailing a true and correct copy through the Gordon Rees Scully Mansukhani, LLP electronic mail system from my email address: khernandez@grsm.com, to the email address(s) set forth herein.
- ☐ by having Nationwide PERSONALLY DELIVER the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Francisco, addressed as set forth below.
- ☐ by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FEDEX as part of the ordinary business practices of Gordon Rees Scully Mansukhani, LLP described below, addressed as follows:

Colin Jones, Esq.
 Bobby Saadian, Esq.
 Ryan A. Medler, Esq.
 Nineli Sarkissian, Esq.
WILSHIRE LAW FIRM
 3055 Wilshire Boulevard, 12th Floor
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 Email: colinsteam@wilshirelawfirm.com

Attorneys for Plaintiff
 CONSUELO AMEZCUA

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 26, 2022 at San Francisco, California.


 Kristie Hernandez